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Collective Bargaining Agreements

3-25-1937

D. A. Schulte, Inc. and Retail Cigar Salesmen's Union, Retail Clerks International Protective Association, Local 961, AFL (1937)

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D. A. Schulte, Inc. and Retail Cigar Salesmen's Union, Retail Clerks International Protective Association, Local 961, AFL (1937)

Location

New Haven, CT

Effective Date

3-25-1937

Expiration Date

11-30-1938

Number of Workers

75

Employer

D. A. Schulte, Inc.

Union

Retail Cigar Salesmen's Union, Retail Clerks International Protective Association

Union Local

961

NAICS

44

Sector

Private

Item ID

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Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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AGREEMENT made and entered into this 25th.
day of March, 1937 by and between D. A. SCHULTE, INC., a
New York corporation, having its principal office at
No. 386 Broadway, in the Borough of Manhattan, City and
State of New York (hereinafter referred to as the "Employer")
and RETAIL CIGAR SALESMEN'S UNION, Local #961 of New
Haven, Connecticut, and vicinity, and of the State of
Connecticut, of the Retail Clerks' International Protective
Association, affiliated with the American Federation of
Labor, or its successor (hereinafter referred to as the
"Union"),

37-12-76
New Haven

W I T N E S S E T H:

WHEREAS, the Employer is engaged in conducting
retail stores for the sale of cigars, cigarettes, tobacco,
liquors and other articles usually carried in tobacconists'
stores;

WHEREAS, the Employer employs managers and
sales clerks in said stores and employs window dressers or
window trimmers for the purpose of trimming and decorating
show windows and arranging displays in said stores, and
maintains stock rooms in connection with said stores and
employs therein room clerks in the operation of said
stock rooms; and

WHEREAS, the Union is a labor organization
composed of store managers and/or sales clerks and/or window
trimmers and/or stockroom clerks employed in the stores and
in the business of the Employer in the territory above
referred to (the store managers, sales clerks, window
trimmers and stockroom clerks employed in the stores and
business of the Employer in the territory above referred to

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Y

3.

4.

being hereinafter referred to as the "Employees"); and

5, WHEREAS, the Employer entered into an agreement with the above-mentioned Union dated December 2nd, 1935, with reference to the wages, hours and conditions of employment of those Employees of the Employer who are members of the Union; and

6, WHEREAS, subsequent thereto and on June 3rd, 1936, the Employer filed its petition in the United States District Court for the Southern District of New York in proceedings there pending entitled "In the Matter of Schulte Retail Stores Corporation, Debtor", for leave to effect a plan of reorganization in connection with, or as a part of the plan of reorganization of Schulte Retail Stores Corporation, and said petition was duly approved by an order made in said proceedings dated June 3rd, 1936, and the Employer is in possession of its assets and estate and is continuing its business pursuant to orders in said proceedings, dated June 3rd, 1936 and June 30th, 1936 (said proceedings being hereinafter referred to as the "Reorganization Proceedings"); and

7, WHEREAS, the Employer subsequently entered into an agreement with the Union aforesaid and with its companion Unions, dated September 14th, 1936, to amend the aforementioned agreement of December 2nd, 1935 and to amend the similar agreements of December 2nd, 1935 with the companion Unions in certain respects and to continue their operation as in said agreement of September 14th, 1936 specified, and the execution and delivery of the said agree-

ment, dated September 14th, 1936, ~~was~~ duly approved by an order in the Reorganization Proceedings, dated October 28th, 1936; and

WHEREAS, subsequent thereto, difficulties arose between the Employer and the Union and the companion Unions and hearings were had with respect thereto in the Reorganization Proceedings, and an order was made in the Reorganization Proceedings, upon the consent of the Employer and the Unions, dated December 11th, 1936, providing, among other things, that all proposals or requests of the Unions for any additions to or modifications of the existing agreements between the Employer and the Unions be referred generally to the Hon. William J. Mack, as Special Master, for consideration and report; and

WHEREAS, pursuant to said order of reference a hearing was held before said Special Master at which the Unions proposed modification of the existing agreements as follows:

- (a) Certain specified changes in wages;
 - (b) Certain specified changes in hours of work;
 - (c) Provisions with respect to the discharge by the Employer, upon the request of the Union, of new Employees who fail to apply for membership in the appropriate one of the Unions within thirty days after commencement of employment, and of any Employee who ceases to be a Union member in good standing; and
 - (d) Provisions for the arbitration of the validity or good faith of the discharge by the Employer of any Employees;
- and

WHEREAS, as a result of negotiations between the Employer and the Union following the said hearing, in which negotiations the Special Master participated, the Union has agreed to withdraw its proposals with respect to changes in hours of work and its proposals with respect to arbitration of the validity or good faith of the discharge of Employees by the Employer, and the Employer and the Union have agreed to enter into this agreement providing, among other things, for changes in wages and for discharge by the Employer, at the request of the Union, of any Employee not in good standing with the Union by reason of non-payment of dues, all upon the terms and conditions and as hereinafter set forth; and

WHEREAS, the parties hereto recognize and approve the principle of collective bargaining between employers of labor and their employees as organized in a labor union and have accordingly conferred together pursuant to such principles of collective bargaining.

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter contained and of the sum of One Dollar by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

FIRST

I The Employer recognizes the Union as the sole agency selected by the Employees to represent said Employees in negotiations with respect to their working conditions.

SECOND

II The Employer shall not discriminate in any manner against any Employee either by reason of any past

or future activity on the part of such Employee in Union affairs.

THIRD

III A. All Employees of the Employer who are employed at the date when this agreement becomes effective and are then receiving as and for their wages up to and including \$30.00 per week shall receive and be paid from and after the effective date of this agreement an increase in wages amounting to $2\frac{1}{2}\%$ of their then wages provided, however, that the following minimum wage schedule shall apply from the effective date of this agreement both to newly hired Employees and to all Employees employed by the Employer at the date when this agreement becomes effective:

(1) No Employee shall be hired initially at less than \$20. a week.

(2) No Employee shall receive, after six months of employment, less than \$21. per week.

(3) No Employee shall receive, after twelve months of employment, less than \$23. per week.

(4) No Employee shall receive, after eighteen months of employment, less than \$25. per week.

(5) If an Employee employed in a store is, at the effective date of this agreement, or thereafter becomes, a store manager, his minimum salary (according to the period of his employment) shall be \$2. per week greater than the amount specified in the minimum wage schedule set forth above, commencing at the end of four weeks after promotion.

(6) The wages as increased pursuant to the provisions of subdivision "A" of this Article THIRD of this agreement shall thereafter constitute the minimum weekly wage of the said Employees affected thereby.

B. The provisions of subdivision "A" of this Article THIRD shall be retroactive to the week beginning November 30th, 1936, and all Employees of the Employer who are employed at the date when this agreement becomes effective shall receive and be paid (as soon as the Employer can make the necessary computations) an amount equivalent to the difference, if any, between (a) the aggregate amount which would have been paid to such Employee for the period from November 30th, 1936, to the effective date of this agreement had this agreement become effective on November 30th, 1936, and (b) the aggregate amount actually received by such Employee for the period November 30th, 1936 to the effective date of this agreement.

C. All Employees of the Employer who are employed at the date when this agreement becomes effective and who are then receiving in excess of \$30. per week, shall continue to receive and be paid the same wage as theretofore.

D. In the event that at any time after the date when this agreement becomes effective any of the Employees of the Employer shall be promoted to become a manager of any store, each such Employee so promoted shall receive the sum of \$2. weekly in addition to the wages paid to him at the time of such promotion, said increase of \$2. weekly to commence at the end of four weeks after he shall have been promoted, and such increased wage shall thereafter

continue to be the minimum weekly wage of such Employee.

FOURTH

IV All Employees shall be paid weekly.

FIFTH

V Each of the Employees of the Employer affected by this agreement shall receive one week's vacation with pay between the period commencing June 1st, 1937 and ending September 15th, 1937, provided he shall have been in the employ of the Employer on or before February 1st, 1937, and shall receive one week's vacation with pay between the period commencing June 1st, 1938 and ending September 15th, 1938, provided he shall have been in the employ of the Employer on or before February 1st, 1938. ✓

SIXTH

VI The system of sick leaves now in effect shall continue as heretofore, and no Employee of the Employer affected by this agreement shall lose any credit for any sick leave to which he may have been or shall hereafter be entitled.

SEVENTH

VII The maximum hours of work shall be as follows:

(a) For managers and sales clerks, 56 hours per week, exclusive of luncheon time, divided into six days and not exceeding 10 hours in any one day; the said working hours shall be consecutive with one hour for lunch allowed.

(b) For window trimmers and stock room clerks, 40 hours per week, exclusive of luncheon time, divided into five days; the said working hours shall be consecutive with one hour for lunch allowed.

EIGHTH

VIII

During the period commencing two weeks before the Christmas holidays, store managers and sales clerks required to work two hours or more in any one day beyond the maximum hours of work as herein provided, shall be entitled to and shall be paid the additional sum of \$1. for each such day.

Window trimmers required to work in any week (Christmas holidays or any other period during the year), in excess of the maximum hours of work as herein provided, shall receive as additional compensation the sum of 50¢ for each such additional hour.

NINTH

IX

In the event that any Employee shall be laid off, whether by reason of the closing of any store or otherwise, the rule of seniority shall prevail, and such of the Employees longest in the employ of the Employer shall replace those shortest in the employ of the Employer, but in no event shall the wages of such Employees be reduced by reason of such or any other transfer. Those Employees laid off pursuant to the foregoing provisions shall be re-hired according to seniority rights when and as additional help is required.

TENTH

X

The result of each store inventory shall be furnished to the store manager within 48 hours after the Employer shall have received said result. The Employer shall give sympathetic attention to all practical suggestions

Which the Union may care to make for the improvement of the inventory system.

XI

ELEVENTH

The business representatives or other duly authorized representatives of the Unions may visit any store or stores of the Employer or the stock room or window trimming department so long as such visits do not unreasonably interfere with the proper conduct of the business, and may confer with the management of the Employer at such times as may be convenient.

XII

TWELFTH

Although this agreement shall in no way restrict the Employer's power to employ whom it pleases, the Employer will give sympathetic attention to recommendations of the Union where such recommendations relate to the hiring of Union men who would make satisfactory Employees.

XIII

THIRTEENTH

(a) If any newly employed Employee of the Employer shall fail to apply for membership in the Union within seven days after the commencement of his employment and within 45 days after the expiration of said period shall fail to become a member in good standing in such Union, the Employer shall discharge such newly employed Employee upon written request of the Union.

Rider A -----

(b) The Union shall accept into membership in the Union all newly employed Employees employed by the Employer provided such newly employed Employee shall subscribe to the by-laws and rules of the Union and shall pay the usual and current fees required of applicants to the

Union, and provided further that such applicant for membership to the Union shall have made truthful answers in writing in his application for employment, the form of which application is herewith approved by the parties hereto.

(c) The Employer furthermore will, upon written request of the Union, discharge within two weeks from the receipt of such request any Employee (whether or not newly employed) who, because of non-payment of dues or assessment for more than 4 weeks shall fail to be a member in good standing of the Union..

XIV

FOURTEENTH

This agreement shall become effective when approved by the United States District Court for the Southern District of New York in the pending Reorganization Proceedings and shall expire on the 30th day of November, 1938. Upon this agreement becoming effective, all prior agreements between the Employer and the Union shall be automatically terminated.

XV

FIFTEENTH

Not less than thirty days prior to the expiration of this agreement, the parties hereto shall enter into negotiations to the end that a new agreement may be made for a further period.

XVI

SIXTEENTH

(a) This agreement shall not be subject to revision during the life of the agreement except the parties hereto agree that upon written notice by the Union delivered to the Employer on or before December 1st, 1937,

there shall be an arbitration upon any request for an increase in wages to be paid to the Employees.

~~(b)--There shall be no strike or lockouts permitted by either party during the term of this agreement.~~

(c) The parties hereto further agree that in case of any dispute between the parties hereto as to their rights under this agreement against each other, a representative designated by the Union shall meet with a representative designated by the Employed in an effort amicably to adjust such dispute. If the representatives fail to reach a settlement acceptable to both parties, then the dispute shall be submitted to arbitration as hereinafter provided.

(d) In the event that during the pendency of the Reorganization Proceedings any dispute arises which is not amicably adjusted pursuant to subdivision (c) above, or the Union shall deliver to the Employer a written notice for an arbitration upon any request for an increase in wages, as hereinabove provided, arbitration shall be held before an arbitrator appointed by the Hon. John C. Knox, Presiding Judge of the District Court for the Southern District of New York, or such other Judge of that Court as may at that time be acting in the Reorganization Proceedings, the decision and/or award of such arbitrator, as finally approved and confirmed by the Court in the Reorganization Proceedings, to be binding upon the parties hereto.

(e) In the event that after termination of the Reorganization Proceedings any dispute arises which is not amicably adjusted pursuant to subdivision (c) above,

COPY

or the Union shall deliver to the Employer a written notice for an arbitration upon any request for an increase in wages, as hereinabove provided, arbitration shall be had as follows: A representative shall be promptly designated by each of the parties by notice in writing. The two representatives so designated shall endeavor to agree upon an arbitrator and if they reach an agreement, the same shall be evidenced in a writing signed by said two representatives, in triplicate, one of which triplicate writings shall be given to each party hereto and the third delivered to the arbitrator selected. If the parties hereto, within five days after delivery of the notice for arbitration, have failed to appoint representatives or if within said five days the representatives appointed have been unable to agree upon an arbitrator, then either party hereto, (or both) may in writing request the Hon. John C. Knox, Judge of the District Court for the Southern District of New York, to appoint an arbitrator. The arbitrator appointed by the parties hereto by agreement or appointed by the Hon. John C. Knox, as above provided for, shall hold a hearing or hearings and shall give an opportunity to each party hereto to present its case and witnesses, if any, in the presence of the other, and shall then make his decision and/or award. Such decision and/or award shall be binding upon the parties hereto and judgement may be entered thereon in any court having jurisdiction.

(f) In the event that the Union delivers written notice to the Employer for an arbitration upon any request for an increase in wages, as above provided, the parties agree as follows:

(1) If such notice is given on or before

September 15, 1937, the arbitration shall be held during the month of October 1937, and any award in such arbitration shall take effect from the week commencing November 29, 1937, and shall cover the period from November 29, 1937 to and including November 30, 1938;

(2) If such notice is given after September 15th, 1937, and on or before December 1, 1937, the arbitration shall be held during the month of January, 1938, and any award in such arbitration shall be retroactive to the week commencing November 29, 1937, and shall cover the period from November 29, 1937 to and including November 30, 1938.

XVII

SEVENTEENTH

Any notice, request or other writing required or permitted to be given or delivered by the Employer or by the Union hereunder shall be deemed properly given and delivered if sent by registered mail to the Employer or the Union, at the respective addressed hereinafter set forth:

Address for the Employer: 386 Broadway, New York City, or such other address as the Employer may at any time designate in a writing delivered to the Union;

Address for the Union: 145 Henry St., New Haven, Conn., or such other address as the Union may at any time designate in a writing delivered to the Employer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

D. A. SCHULTE, INC.

By Louis Goldvogel, Pres. (signed)

RETAIL CIGAR SALESMEN'S UNION, Local No. 961

By Robert P. Walsh, Pres. (signed)

Walter W. Scanlon, Vice-Pres. (signed)
James P. Geelan, Secy-Treas (signed)

COPY

RIDER A

Any Employee of the Employer who is employed at the date when this agreement becomes effective and is not a member of the Union in good standing, and who fails to apply for membership in the Union within seven (7) days after this agreement becomes effective and within four (4) weeks after this agreement becomes effective shall fail to become a member of the Union in good standing, shall be discharged by the Employer upon written request of the Union.

The Union shall accept into membership in the Union any Employee of the Employer who is employed at the date when this agreement becomes effective and is not then a member of the Union, provided such Employee shall subscribe to the by-laws and rules of the Union and shall pay the usual and current fees required of applicants to the Union.

APPLICATION for EMPLOYMENT

D.A.SCHULTE, INC.
384 Broadway,
New York, N. Y.

Date _____ 19____

NAME _____

ADDRESS _____ TELEPHONE _____

AGE _____ YEARS MARRIED OR SINGLE _____

PREVIOUSLY IN EMPLOY OF FIRMS LISTED BELOW(Start with last position):

NAME OF FIRM	LOCATION	FROM	TO	POSITION
APPROVED:				
Local No. 961				
by <u>W. S. R. W. J.P.G.</u> (signed)				
D. A. Schulte, Inc. N.Y.				
by _____ (not signed)				
Have you ever applied for membership in any fraternal organization or in any labor union? _____				
If so, state names _____				
Have you ever been rejected for membership, or suspended or expelled from any fraternal organization or any labor union? _____				
If so, state circumstances _____				

REMARKS: _____

OUT OF SCHOOL _____ YEARS NAME OF SCHOOL _____

37-12-76

R

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

March 11, 1938

Mr. James Geelan, Secy. Treas.
Retail Clerks' Int'l Protective
Ass'n #961
145 Henry Street
New Haven, Connecticut

My dear Mr. Geelan:

We have in our files a copy of your agreement with the A. Schulte Cigar Company which expired November 30, 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

D. A. SCHULTE INC.

(If more than one employer, please list on reverse side)

Number of companies covered by agreement SCHULTE RETAIL CIGAR AND LIQUOR STORES

Number of union members working under terms of agreement (IN THIS LOCAL #961) 75

Number of non-members working under terms of agreement NONE

Branch of trade covered RETAIL CIGAR AND LIQUOR STORES

Date renewed 3/25/37 Date of expiration 11/30/38

Please check here if you wish the agreement returned _____

*renewed
400 inc*

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.